

## Insights

# SEVENTH CIRCUIT: KEY TAKEAWAYS FROM HINTERBERGER V. CITY OF INDIANAPOLIS

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In *Hinterberger v. City of Indianapolis*, the Seventh Circuit recently reminded litigants of their unyielding obligation to follow local rules. *Hinterberger*, — F.3d —, No. 19-3365, 2020 WL 3980690 (7th Cir. 2020). In that case, a real-estate developer (the “Developer”) brought eight claims, including constitutional claims, in the Southern District of Indiana against the City of Indianapolis (the “City”) and others arising from a failed development project in Indianapolis’s midtown area. After nearly two years of discovery, the City moved for summary judgment, filing the necessary papers including a “Statement of Material Facts Not in Dispute.” The Developer opposed this motion and filed a “Statement of Material Facts in Dispute.” However, in so doing, the Developer violated the Southern District of Indiana’s Local Rule 56-1 by including in his Statement of Material Facts in Dispute impermissible argument, inaccurate and misleading citations to the record, and misrepresentations of evidence. Accordingly, the district court struck the Developer’s Statement of Material Facts in Dispute. And, based on the facts as laid out by the City in its Statement of Material Facts Not in Dispute, the district court granted summary judgment to the City.

Despite acknowledging that on summary judgment the facts must be viewed in the light most favorable to the non-movant (here, the Developer) and that the district court’s wholesale rejection of the Developer’s statement “doomed his case” because “the facts presented by the City left [the Developer] with no evidentiary basis to prevail on any claim,” the Seventh Circuit affirmed the district court’s decision to strike the Developer’s statement. *Hinterberger*, 2020 WL 3980690, at \*3. In so doing, the court reiterated its oft-repeated maxim “that district courts may require strict compliance with their local rules.” See *id.* (quoting *Metro. Life Ins. Co. v. Johnson*, 297 F.3d 558, 562 (7th Cir. 2002) & *Bordelon v. Chi. Sch. Reform Bd. of Trustees*, 233 F.3d 524, 528 (7th Cir. 2000)). The Seventh Circuit then affirmed the district court’s grant of summary judgment without considering in any detail the Developer’s substantive claims, holding that “[w]ithout his own statement of material facts, [the Developer] had no way to show a factual dispute” with respect to any of his claims. *Id.* at \*5.

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